

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DEPARTMENT ACTION SLIP**

Date: July 28, 2004  
 Subject: Rutgers University Task Order #157, Passaic River  
 Hydrodynamics Study  
 Project:

The Office of Maritime Resources and the Office of the Assistant Commissioner, Planning and Development have issued Task Order No. 157 to Rutgers University under Basic Agreement No. 99R001 dated February 2, 1999 for Passaic River Hydrodynamics Study. The Task Order is attached.

*8/5/04 aka CSAID # POR00035-37 WOD 22*

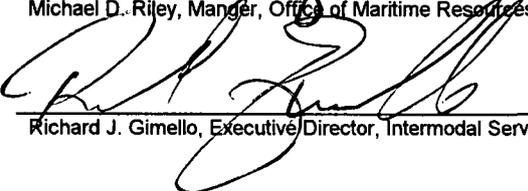
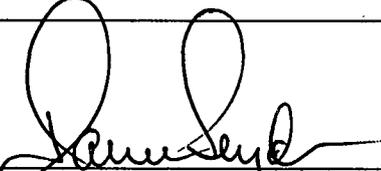
ROUTE(S)	SECTION(S)	DESCRIPTION
		Rutgers University Task Order # 157, Passaic River Hydrodynamics Study.

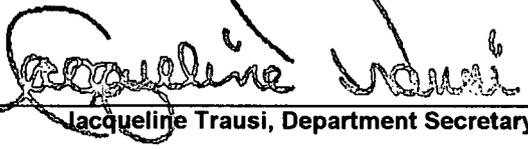
Year & Item Construction Program/Prem. Engr.	Appropriation Account No. (s) 00-100-078-6200-862-TCAP-3610
--	--

Federal/State Project No. <i>CSA POR0035-04</i>	Job Number <i>6140102</i> <del>6140119</del> SubJob #157	Federal Fund Sharing \$ _____ %	State Fund Sharing Cash \$ <i>316,244.00</i> <u>100</u> % In-kind \$ _____ %
--	--	------------------------------------	--

Outside/Other Party Sharing Cash \$ <i>316,244.00</i> <u>100</u> % In-kind \$ _____ %	Non-Participating - State Share \$ _____ %	Total Amount Cash \$ <i>316,244.00</i> <u>100</u> % In-kind \$ _____ %	Accounting Use-Req. No. <i>AD # 9534289</i> <i>AD # 9530894</i>
---	---	--	---

EXECUTIVE APPROVALS and TITLES	Prog. Ref. No.
--------------------------------	----------------

 Michael D. Riley, Manager, Office of Maritime Resources	<u>7/28/04</u> Date
 Richard J. Gimello, Executive Director, Intermodal Services	<u>7/29/04</u> Date
 FINAL APPROVAL BY: James J. Snyder Deputy Commissioner	<u>8/6/04</u> Date

Certification of Funds	Date
	<u>8/05/04</u>
<b>APPROVED 30</b>	<b>SCHEDULE 2004</b>
FOR COMMISSIONER OF TRANSPORTATION	Action Certified:  Jacqueline Trausi, Department Secretary

**TASK ORDER No. 157**

**An Agreement Between the**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**

**and**

**RUTGERS, THE STATE UNIVERSITY**

This Task Order No. 157, a cost reimbursement agreement, is established under and constitutes a part of the Basic Agreement No 99ROO1, February 2, 1999, between the parties hereto, which Basic Agreement sets forth the terms and conditions applicable to this Task Order No. 157.

**ARTICLE I - SCOPE OF WORK**

Rutgers, the State University, henceforth referred to as the University, will conduct a study titled "*Passaic River Hydrodynamics Study*", as described in the attached work proposal and as negotiated under the terms of the Basic Agreement. These documents are incorporated herein by reference as if fully set forth and are binding on both parties.

**ARTICLE II - REPORTS AND MEETINGS**

The University will submit monthly progress reports and prepare a final report as indicated in each Work Proposal. All material shall be prepared in accordance with the General Provisions, Appendix A, and as indicated on the work schedule submitted with the Work Proposal. Advisory Committee meetings regarding Task Order No. 157 progress will be held on an as-needed basis.

**ARTICLE III - COST**

The total Third Party cost for the performance of work under this Task Order No. 157 shall not exceed \$316,244.00.

**ARTICLE IV - PERIOD OF PERFORMANCE**

The performance of work under this Task Order No. 157 is authorized to begin at the date of execution of this Task Order by the New Jersey Department of Transportation. The project shall be completed in the time period stated in the work proposal.

#### ARTICLE V - PROJECT DIRECTION

This Task Order No. 157 shall be directed for Rutgers, The State University, by Dr. Robert Chant. This Task Order No. 157 shall be monitored for the NJDOT by Mr. Michael D. Riley, Deputy Director, Office of Maritime Resources.

#### ARTICLE VI - MODIFICATIONS TO BASIC AGREEMENT

The following changes are to modify the Basic Agreement between Rutgers, The State University and the State of New Jersey, Department of Transportation, and pertain only to this task order.

1. General Provision V, "Subcontractors", Section C, shall be modified to read:

The UNIVERSITY agrees that the following clauses shall be inserted and made part of all subcontracts related to the Agreement.

"All applicable provisions of the Agreement between NJDOT and the UNIVERSITY shall be incorporated by reference into and made part of this subcontract."

".Parties subcontracting or consulting with the UNIVERSITY pursuant to this Agreement shall not use the names "New Jersey Department of Transportation", "Department of Transportation", "NJDOT" or "DOT" in any media of publication, advertisement or endorsement without prior written approval by NJDOT. This agreement does not represent or infer prior written approval by NJDOT."

"The parties acknowledge that the subcontracting or consulting party has been selected by the UNIVERSITY because of the suitability of the subcontracting or consulting party to perform the services or provide the goods described in this Agreement. This Agreement does not create for the subcontracting or consulting party any right to perform any services or provide any articles, products or materials in the future to the UNIVERSITY or the State of New Jersey."

"Parties subcontracting or consulting with the UNIVERSITY pursuant to this Agreement shall defend, indemnify, protect, and save harmless the State of New Jersey, its agents, servants, and employees, from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent

act, error, or omission of the subcontracting or consulting party, its agents, servants, employees and sub-subcontractors in the performance of this Agreement. The subcontracting or consulting party shall, at its own expense, appear, defend, and pay all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey for which indemnification is provided under this paragraph, the subcontracting or consulting party shall at its own expense satisfy and discharge the same.

"The State of New Jersey, shall, as soon as practicable after a claim has been made against it, give written notice thereof to the subcontracting or consulting party along with full and complete particulars of the claim. If suit is brought against the State of New Jersey or any of its agents, servants, or employees, the State of New Jersey shall expeditiously forward or have forwarded to the subcontracting or consulting party every demand, complaint, notice, summons, pleading, or other process received by the State of New Jersey or its representatives.

"It is expressly agreed and understood that any approval by the UNIVERSITY or the State of New Jersey of the services performed, articles, products or materials produced and/or reports, plans or specifications provided by the subcontracting or consulting party shall not operate to limit the obligations of the subcontracting or consulting party assumed in this provision or in the other provisions of this Agreement. It is further understood and agreed that the State of New Jersey assumes no obligation to defend, indemnify or save harmless the subcontracting or consulting party, its agents, servants, employees and sub-subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the subcontracting or consulting party expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the subcontracting or consulting party's obligations assumed in this Agreement, nor shall they be construed to relieve the subcontracting or consulting party from any liability, nor preclude the State of New Jersey from taking any other actions available to it under this agreement or otherwise in law."

2. General Provision VII, "Reviews," Section A, shall be modified to read:

The UNIVERSITY shall periodically and at reasonable times allow representatives of the NJDOT to visit the offices of the UNIVERSITY to monitor the work performed under the Contract for the duration of the Contract. The UNIVERSITY shall also allow any duly authorized representative of the U.S. Government to have access to any papers, documents, and records for the purpose of making audit examinations, excerpts, and transcriptions that are applicable to this task order.

3. General Provision XIV. "Audits", Section E shall be added as follows:

The UNIVERSITY will include this Task Order No. 157 in its annual Single Audit as

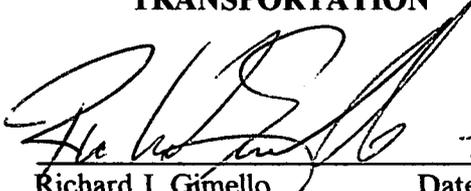
required by the Single Audit Act and supply NJDOT with a copy of the audit after its completion.

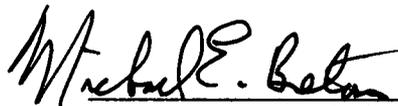
All other provisions of the Basic Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Task Order No. 157 dated August 06, 2004.

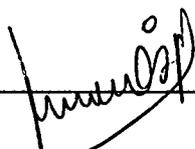
**NEW JERSEY DEPARTMENT OF  
TRANSPORTATION**

**RUTGERS THE STATE  
UNIVERSITY**

  
Richard J. Gimello Date 7/30/04  
Executive Director  
NJDOT Office of Maritime Resources

  
Dr. Michael E. Breton Date 7-6-04  
Associate Vice President for Research

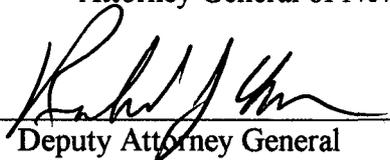
ATTEST:   
JACQUELINE TRAUSS  
SECRETARY  
NEW JERSEY  
DEPARTMENT OF TRANSPORTATION  
08-06-2004

ATTEST:  7/7/04

This Agreement has been reviewed and approved as to form.

Marta Zubriggen  
Research Contract/  
Grant Specialist

PETER C. HARVEY  
Attorney General of New Jersey

By:   
Deputy Attorney General Date 7/15/04